

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

U.S. BANK NATIONAL
ASSOCIATION,

Interpleader
Plaintiff,

v.

QUARTZBURG GOLD, LP; IDAHO
STATE REGIONAL CENTER, LLC;
YING LIN; YUN HUANG; YUNTIAN
DENG; WEIWEI YAN; WEICHENG LI;
ZHAO WANG; BIN LIU; DAGANG
WANG; DECHUN LI; CHUNJIE LI;
HUA ZHANG; JUN JI; JINDONG HU;
YU WANG; CHIUNG-MING CHEN;
YUE GU; MENGJIE SHI; FEIBING
ZHU; and JUNG-TING HSIEH,

Interpleader
Defendants.

Case No. 2:20-cv-00993-RSL

**STIPULATED MOTION AND ORDER FOR
DEPOSIT AND DISCHARGE**

STIPULATED MOTION FOR
DEPOSIT AND DISCHARGE
No. 2:20-cv-00993

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STIPULATION

Interpleader Plaintiff U.S. Bank National Association (“U.S. Bank”) and Interpleader Defendants Quartzburg Gold, LP (“Quartzburg”), Idaho State Regional Center, LLC (“ISRC”), Ying Lin, and Yun Huang, who are all parties who have appeared in this action (collectively, the “Parties”), hereby stipulate and agree as follows:

1. An escrow account, account number x6000 (“Escrow Account”) was opened at U.S. Bank pursuant to a Master Escrow Agreement executed by U.S. Bank, Quartzburg, and ISRC dated as of April 16, 2012.

2. In 2012 and 2013, funds were deposited into the Escrow Account by numerous foreign residents in connection with a limited partnership offering by Quartzburg. Most of the funds deposited into the Escrow Account were subsequently disbursed from the Escrow Account.

3. Deposits totaling \$501,116 remain in the Escrow Account (the “Interpleader Funds”).

4. The Interpleader Defendants have asserted competing claims over the Interpleader Funds.

5. U.S. Bank takes no position on and is unable to adjudicate the conflicting claims of the Interpleader Defendants with respect to the Interpleader Funds. U.S. Bank has accordingly brought this interpleader action to resolve the Interpleader Defendants’ competing claims over the Interpleader Funds.

6. U.S. Bank claims no interest in the Interpleader Funds, other than claiming a right to recover the costs and reasonable attorneys’ fees associated with this interpleader action. As of the filing of this Stipulation, U.S. Bank’s counsel has represented that U.S. Bank has incurred total costs and fees associated with this interpleader action in the range of \$20,000, including amounts associated with service efforts.

7. Since the filing of the Interpleader Complaint in June 2020, U.S. Bank has made substantial efforts to serve and notify all Interpleader Defendants of this action. *See* Declaration of Troy Wambold and Declaration of Wendy Feng, filed concurrently herewith. As of the filing

of this Stipulation, Interpleader Defendants Quartzburg, ISRC, Ying Lin, and Yun Huang are the only Interpleader Defendants to appear. None of the other Interpleader Defendants have stated any intention to appear or to participate in this action in any way.

8. Based upon the foregoing, and in the interest of furthering an efficient resolution of this dispute and avoiding the Parties incurring potentially unnecessary burdens and expenses, the Parties have stipulated and agreed as follows:

- a. That U.S. Bank be awarded and granted leave to withdraw from the Interpleader Funds in the Escrow Account a portion of its fees and costs associated with this interpleader action, limited to a total amount of \$10,000;
- b. That U.S. Bank be granted leave to deposit the remaining \$491,116 in Interpleader Funds into the registry of the Court; and
- c. That U.S. Bank be discharged from any and all liability associated with the Interpleader Funds, and dismissed from this action with prejudice and without an award of fees or costs to any other party.

9. The Parties stipulate and agree that there is good cause for seeking the requested relief on the grounds of efficiency for the Parties and the Court. The requested relief will facilitate and expedite the resolution of the Interpleader Defendants' dispute over the Interpleader Funds, maximize the amount of Interpleader Funds available for resolution of that dispute, and avoid the Parties incurring additional unnecessary expenses in connection with U.S. Bank depositing the Interpleader Funds and being discharged from this action.

For these reasons, the Parties hereto stipulate and agree to, and respectfully and jointly request entry of, the Order set forth below.

Respectfully submitted this 29th day of September, 2020.

/s/ Shawn Larsen-Bright

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ORDER

Based upon the foregoing Stipulation and pursuant to applicable law, it is hereby ORDERED:

a. U.S. Bank is awarded and hereby granted leave to withdraw from the Interpleader Funds in the Escrow Account a portion of its fees and costs associated with this interpleader action, limited to a total amount of \$10,000;

b. U.S. Bank is hereby granted leave to deposit the remaining \$491,116 in Interpleader Funds into the registry of this Court pursuant to 28 U.S.C. § 1335;

c. The Clerk of this Court is directed to accept U.S. Bank's deposit into the Court's registry, and to deposit these funds into an interest-bearing account at the Court's current financial institution or, alternatively, if an income-bearing account is not available, then into a non-income-bearing account at the Court's current financial institution; and

d. U.S. Bank is hereby discharged from any and all liability associated with the Interpleader Funds, and is hereby dismissed from this action with prejudice and without an award of fees or costs to any other party.

IT IS SO ORDERED this 30th day of September, 2020.


ROBERT S. LASNIK
UNITED STATES DISTRICT JUDGE